Postal Regulatory Commission Submitted 12/22/2016 3:40:30 PM Filing ID: 98300 Accepted 12/22/2016

## BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
FIRST-CLASS PACKAGE SERVICE CONTRACT 57
(MC2016-155)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2016-218

## NOTICE OF UNITED STATES POSTAL SERVICE OF AMENDMENT TO FIRST-CLASS PACKAGE SERVICE CONTRACT 57, WITH PORTIONS FILED UNDER SEAL

(December 22, 2016)

The Postal Service hereby provides notice that the terms of First-Class Package Service Contract 57, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to First-Class Package Service Contract 57 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of First-Class

Package Service Contract 57. Therefore, the supporting financial documentation and
financial certification initially provided in this docket remain applicable. The Postal

Service hereby incorporates by reference the Application for Non-Public Treatment
originally filed in this docket, for the protection of the information that has been filed
under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE By its attorneys:

Daniel J. Foucheaux, Jr. Chief Counsel, Pricing and Product Support

Elizabeth A. Reed

475 L'Enfant Plaza West, S.W. Washington, D.C. 20260-1137 (202) 268-3179, Fax -6187 elizabeth.a.reed@usps.gov December 22, 2016

# ATTACHMENT A

REDACTED AMENDMENT TO FIRST-CLASS PACKAGE SERVICE CONTRACT 57

# AMENDMENT # 1 OF SHIPPING SERVICES CONTRACT BETWEEN

THE UNITED STATES POSTAL SERVICE
AND

## REGARDING FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service ("the Postal Service") and ("Customer") entered into a shipping services contract regarding First-Class Package Service on June 6, 2016.

WHEREAS, the Parties desire to amend the terms in Sections I.F.1, I.F.2, I.F.3, Table B, and I.G.1 of the Contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Sections I.F.1, I.F.2, I.F.3, Table B, and I.G.1, as follows.]

### I. Terms

- F. Contract Prices.
  - From the effective date of this Amendment, Customer shall pay Tier 4 prices for Contract packages shipped until June 30, 2017.



 Subsequent Prices. Beginning July 1, 2017, contract prices will be based on Customer's volume of Contract Packages shipped during the previous full Contract Quarter, pursuant to Table B. Tier levels will be determined by the quantity of Contract Packages shipped during that Contract Quarter in the respective Contract Year.

3. The Postal Service will monitor Customer's volume of Contract Packages, and, within 15 days after the start of each Contract Quarter, will notify Customer of the applicable tier for that Contract Quarter, in the respective Contract Year, based on Table B, with corresponding prices found in Tables C through F. Tier price changes will be effective within 15 days after the start of each Contract Quarter. Discounted prices will be calculated by the Postal Service and rounded up to the nearest whole cent.

## G. Price Adjustments

For subsequent years of the contract, beginning on the first anniversary of the
contract's effective date, customized prices under this contract will be the lesser of:
(a) the previous year's prices plus the most recent (as of the anniversary date)
percentage change in prices of general applicability for First-Class Package
Service, as calculated by the Postal Service, or (b) the previous year's prices plus

as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by:

Printed Name: Cliff Rucker

Title: Senior Vice President, Sales and Customer Relations

Date:

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed